

Vistoso Cyclists
Release and Waiver of Liability,
Assumption of Risk, and Indemnity Agreement

IN CONSIDERATION of being permitted to participate in any way in Vistoso Cyclists ("Club") sponsored Bicycling Activity ("Activity"), to include the use of bicycles that may be loaned to me from the club, I for myself, my personal representative, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of bicycling activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further acknowledge that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES INVOLVE RISK AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions, or inactions, the actions of others participating in Activity, the conditions in which Activity takes place, or THE NEGLIGENCE OF THE "RELEASEE" NAMED BELOW; (c) THERE MAY BE OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Club, their respective administrators, directors, agents, officers, employees and volunteers, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the "RELEASEES" herein), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS, INCLUDING NEGLIGENT RESCUE OPERATIONS. I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, I, or anyone on my behalf, makes a claim against any of the Releases', I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, losses, liability, damages, or costs which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THE AGREEMENT IS HELD INVALID, THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name: _____

Signature Date: _____

Street/City/ State/Zip _____

Emergency Contact Phone () _____